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8  
9 **BEFORE THE**  
**MEDICAL BOARD OF CALIFORNIA**  
10 **DEPARTMENT OF CONSUMER AFFAIRS**  
**STATE OF CALIFORNIA**

11  
12 In the Matter of the Accusation Against:

13 **LAWRENCE RUBENS, M.D.**  
6238 Albany Way Drive  
14 Westerville, OH 43081

15 Physician's and Surgeon's  
Certificate No. G 29896

16  
17 Respondent.

Case No. 8002013000880

18  
19 **DEFAULT DECISION**  
**AND ORDER**

[Gov. Code, §11520]

20 On March 18, 2014, an employee of the Medical Board of California (Board) sent by  
21 certified mail a copy of Accusation No. 8002013000880, Statement to Respondent, Notice of  
22 Defense in blank, copies of the relevant sections of the California Administrative Procedure Act  
23 as required by sections 11503 and 11505 of the Government Code, and a request for discovery, to  
24 Lawrence Rubens, M.D. (Respondent) at his address of record with the Board, 6238 Albany Way  
25 Drive, Westerville, OH 43081. The mailing was subsequently returned to the sender as  
26 unclaimed. The Accusation package, proof of service, and a copy of the returned mailing are  
attached as **Exhibit 1** to the Exhibit Package submitted in support of this Decision.

27 There was no response to the Accusation. On April 10, 2014, an employee of the  
28 Attorney General's Office sent by certified mail addressed to Respondent at the address of record

1 set forth above a courtesy Notice of Default, advising Respondent of the service of the  
2 Accusation, and providing him with an opportunity to appear and contest the allegations of the  
3 Accusation. The mailing was subsequently returned to the sender as unclaimed. The courtesy  
4 notice, proof of service, and a copy of the returned mailing are attached as **Exhibit 2** to the  
5 Exhibit Package submitted in support of this Decision.

6 Respondent has not responded to service of the Accusation or to the Notice of Default.  
7 Nor has Respondent filed a Notice of Defense. As a result, Respondent has waived his right to a  
8 hearing on the merits to contest the allegations contained in the Accusation.

### 9 **FINDINGS OF FACT**

#### 10 **I.**

11 Kimberly Kirchmeyer (Complainant) is the Executive Director of the Board. The charges  
12 and allegations in the Accusation were at all times brought and made solely in the official  
13 capacity of the Board's Executive Director.

#### 14 **II.**

15 On July 1, 1975 Physician's and Surgeon's Certificate No. G 29896 was issued  
16 by the Board to the Respondent. The certificate was suspended on December 18, 2013, under  
17 Business and Professions code section 2310. The certificate remains suspended and has an  
18 expiration date of April 30, 2014. Certification of the Respondent's licensure is attached as  
19 **Exhibit 3** to the Exhibit Package submitted in support of this Decision.

#### 20 **III.**

21 On March 18, 2014, Respondent was served with an Accusation, alleging causes for  
22 discipline against Respondent. The Accusation and accompanying documents were duly served  
23 on Respondent. A courtesy Notice of Default were thereafter served on Respondent. Respondent  
24 failed to file a Notice of Defense.

#### 25 **IV.**

26 The allegations of the Accusation are true as follows:  
27  
28

1 On October 9, 2013, Respondent entered into a Consent Agreement with the State Medical  
2 Board of Ohio (Ohio Board) under which Respondent's license was suspended indefinitely. The  
3 Ohio Board's authority to suspend Respondent's license was based on two sections of the Ohio  
4 Revised Code: (i) a section allowing such suspension for "[i]nability to practice according to  
5 acceptable and prevailing standards of care by reason of mental illness or physical illness,  
6 including, but not limited to, physical deterioration that adversely affects cognitive, motor, or  
7 perceptive skills"; and (ii) another section allowing suspension for "impairment of ability to  
8 practice according to acceptable and prevailing standards of care because of habitual or excessive  
9 use or abuse of drugs, alcohol, or other substances that impair ability to practice."

10 As the basis for its discipline, the Ohio Board found that Respondent admitted the  
11 following:

- 12 • On September 9, 2013, Respondent self-reported that he was impaired due to alcohol  
13 dependence and depression.
- 14 • Since April 2012, Respondent has received treatment for depression from psychologists and  
15 psychiatrists, including several hospital inpatient treatments.
- 16 • Respondent was diagnosed by his inpatient treatment providers with depression and alcohol  
17 dependence.
- 18 • Respondent has not worked as a physician since January 2013.

19 Under the Consent Agreement, Respondent may seek to reinstate his Ohio medical license,  
20 on a probationary basis, only when the following conditions have been met:

- 21 • Obtain certification that he has successfully completed required inpatient and outpatient  
22 treatment for chemical dependency;
- 23 • Fully comply with the Consent Agreement; and
- 24 • Submit reports from four evaluators (two specialists in addictionology and two  
25 psychiatrists) confirming Respondent's capability to safely return to practice.

26 The Consent Agreement imposes the following terms and conditions on Respondent during  
27 the indefinite suspension of his license:

- 28 • Abstain from drugs and alcohol;

- Regularly disclose all documentation of treatment for Respondent's psychiatric condition, chemical dependency, or any related conditions;
- Submit quarterly declarations of compliance with the Consent Agreement;
- Submit to random biological fluid testing;
- Participate in alcohol and drug rehabilitation programs;
- Upon completion of any required treatment for chemical dependency, participate in an aftercare program; and
- Participate in psychiatric treatment.

A copy of the Consent Agreement with the Ohio Board is attached to the Accusation and included in **Exhibit 1** to the Exhibit Package submitted in support of this Decision.

#### **DETERMINATION OF ISSUES**

Pursuant to the foregoing Findings of Fact, Respondent's conduct and the actions of the State Medical Board of Ohio constitute cause for discipline within the meaning of Business and Professions Code sections 2305 and 141(a).

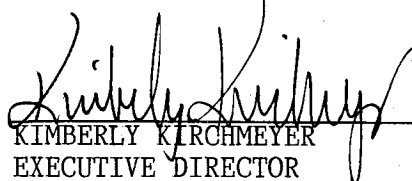
#### **DISCIPLINARY ORDER**

Physician's and Surgeon's certificate No. G 29896 issued to the Respondent is hereby **REVOKED.**

Respondent shall not be deprived of making a request for relief from default as set forth in Government Code section 11520(c) for good cause shown. However, such showing must be made in writing by way of a motion to vacate the default decision and directed to the Medical Board of California at 2005 Evergreen Street, Suite 1200, Sacramento, CA 95815 within seven (7) days of the service of this Decision.

This Decision will become effective July 17, 2014

It is so ordered on June 17, 2014

  
KIMBERLY KIRCHMEYER  
EXECUTIVE DIRECTOR  
MEDICAL BOARD OF CALIFORNIA

1 KAMALA D. HARRIS  
Attorney General of California  
2 JOSE R. GUERRERO  
Supervising Deputy Attorney General  
3 JOSHUA M. TEMPLET  
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E-mail: Joshua.Templet@doj.ca.gov  
7 *Attorneys for Complainant*

**FILED**  
**STATE OF CALIFORNIA**  
**MEDICAL BOARD OF CALIFORNIA**  
**SACRAMENTO** *March 18, 2014*  
**BY** *[Signature]* **ANALYST**

8 **BEFORE THE**  
9 **MEDICAL BOARD OF CALIFORNIA**  
10 **DEPARTMENT OF CONSUMER AFFAIRS**  
11 **STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:

Case No. 8002013000880

12 **LAWRENCE RUBENS, M.D.**

13 6238 Albany Way Drive  
14 Westerville, OH 43081  
Physician's and Surgeon's  
15 Certificate No. G 29896

**A C C U S A T I O N**

16 Respondent.

17  
18 Complainant alleges:

19 **PARTIES**

20 1. Kimberly Kirchmeyer (Complainant) brings this Accusation solely in her official  
21 capacity as the Executive Director of the Medical Board of California, Department of Consumer  
22 Affairs.

23 2. On July 1, 1975, the Medical Board of California (Board) issued Physician's and  
24 Surgeon's Certificate Number G 29896 to Lawrence Rubens, M.D. (Respondent). The certificate  
25 was suspended on December 18, 2013, under Business and Professions Code section 2310. The  
26 certificate remains suspended and has an expiration date of April 30, 2014.

27 ///

28 ///

JURISDICTION

3. This Accusation is brought before the Board under the authority of the following laws. All section references are to the Business and Professions Code unless otherwise indicated.

4. Section 2227 of the Code provides that a licensee who is found guilty under the Medical Practice Act may have his or her license revoked, suspended for a period not to exceed one year, placed on probation and required to pay the costs of probation monitoring, or such other action taken in relation to discipline as the Board deems proper.

5. Section 2305 of the Code states:

The revocation, suspension, or other discipline, restriction or limitation imposed by another state upon a license or certificate to practice medicine issued by that state, or the revocation, suspension, or restriction of the authority to practice medicine by any agency of the federal government, that would have been grounds for discipline in California of a licensee under this chapter [Chapter 5, the Medical Practice Act] shall constitute grounds for disciplinary action for unprofessional conduct against the licensee in this state.

6. Section 141 of the Code states:

(a) For any licensee holding a license issued by a board under the jurisdiction of the department, a disciplinary action taken by another state, by any agency of the federal government, or by another country for any act substantially related to the practice regulated by the California license, may be a ground for disciplinary action by the respective state licensing board. A certified copy of the record of the disciplinary action taken against the licensee by another state, an agency of the federal government, or another country shall be conclusive evidence of the events related therein.

(b) Nothing in this section shall preclude a board from applying a specific statutory provision in the licensing act administered by that board that provides for discipline based upon a disciplinary action taken against the licensee by another state, an agency of the federal government, or another country.

CAUSE FOR DISCIPLINE

(Discipline, Restriction or Limitation Imposed by Another State)

7. Respondent's conduct and the action of the State Medical Board of Ohio (Ohio Board) as set forth below constitute unprofessional conduct within the meaning of section 2305 and conduct subject to discipline within the meaning of section 141(a).

8. On October 9, 2013, Respondent entered into a Consent Agreement with the Ohio Board under which Respondent's license was suspended indefinitely. The Ohio Board's authority

1 to suspend Respondent's license was based on two sections of the Ohio Revised Code: (i) a  
2 section allowing such suspension for "[i]nability to practice according to acceptable and  
3 prevailing standards of care by reason of mental illness or physical illness, including, but not  
4 limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills"; and  
5 (ii) another section allowing suspension for "impairment of ability to practice according to  
6 acceptable and prevailing standards of care because of habitual or excessive use or abuse of  
7 drugs, alcohol, or other substances that impair ability to practice."

8 9. As the basis for its discipline, the Ohio Board found that Respondent admitted the  
9 following:

- 10 • On September 9, 2013, Respondent self-reported that he was impaired due to alcohol  
11 dependence and depression.
- 12 • Since April 2012, Respondent has received treatment for depression from psychologists and  
13 psychiatrists, including several hospital inpatient treatments.
- 14 • Respondent was diagnosed by his inpatient treatment providers with depression and alcohol  
15 dependence.
- 16 • Respondent has not worked as a physician since January 2013.

17 10. Under the Consent Agreement, Respondent may seek to reinstate his Ohio medical  
18 license, on a probationary basis, only when the following conditions have been met:

- 19 • Obtain certification that he has successfully completed required inpatient and outpatient  
20 treatment for chemical dependency;
- 21 • Fully comply with the Consent Agreement; and
- 22 • Submit reports from four evaluators (two specialists in addictionology and two  
23 psychiatrists) confirming Respondent's capability to safely return to practice.

24 11. The Consent Agreement imposes the following terms and conditions on Respondent  
25 during the indefinite suspension of his license:

- 26 • Abstain from drugs and alcohol;
- 27 • Regularly disclose all documentation of treatment for Respondent's psychiatric condition,  
28 chemical dependency, or any related conditions;

- Submit quarterly declarations of compliance with the Consent Agreement;
- Submit to random biological fluid testing;
- Participate in alcohol and drug rehabilitation programs;
- Upon completion of any required treatment for chemical dependency, participate in an aftercare program; and
- Participate in psychiatric treatment.

PRAYER

WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged, and that following the hearing, the Board issue a decision:

1. Revoking or suspending Physician's and Surgeon's Certificate Number G 29896, issued to Respondent;
2. Revoking, suspending or denying approval of Respondent's authority to supervise physician's assistants;
3. Ordering Respondent, if placed on probation, to pay the Board the costs of probation monitoring; and
4. Taking such other and further action as deemed necessary and proper.

DATED: March 18, 2014

  
KIMBERLY KIRCHMEYER  
Executive Director  
Medical Board of California  
Department of Consumer Affairs  
State of California  
Complainant

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# EXHIBIT A

**STEP I  
CONSENT AGREEMENT  
BETWEEN  
LAWRENCE M. RUBENS, M.D.,  
AND  
THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between Lawrence M. Rubens, M.D., [Dr. Rubens], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Rubens enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

**BASIS FOR ACTION**

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(19), Ohio Revised Code, for "[i]nability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills," and/or Section 4731.22(B)(26), Ohio Revised Code, for "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(19) and (B)(26), Ohio Revised Code, as set forth in Paragraph E below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.
- C. Dr. Rubens is licensed to practice medicine and surgery in the State of Ohio, License number 35.092837.

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- D. Dr. Rubens states that he is also licensed to practice medicine and surgery in the States of California, Michigan and Nevada.
- E. Dr. Rubens admits that on or about September 9, 2013, he self-reported to the Board that he was impaired due to alcohol dependence and depression. Dr. Rubens admits that since in or around April 2012, he has received treatment for depression with psychologists and psychiatrists, including several hospital inpatient treatments. Dr. Rubens stated that after a hospital inpatient treatment for depression, the hospital referred him to The Watershed Treatment Program [Watershed] in Boca Raton, Florida. Dr. Rubens states that he completed 32 days of inpatient treatment and was released on or about July 7, 2013. Dr. Rubens admits that his diagnoses from the treatment providers at the Watershed included depression and alcohol dependence. Dr. Rubens states that since his release from Watershed, he has received aftercare treatment from Talbot Hall, in Columbus, Ohio; that he attends AA meetings daily and has an AA sponsor; and that he attends Caduceus meetings once a week. Dr. Rubens states that he has not worked as a physician since January 2013.

#### **AGREED CONDITIONS**

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Dr. Rubens knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

#### **SUSPENSION OF CERTIFICATE**

1. The certificate of Dr. Rubens to practice medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time.

#### **Obey all Laws**

2. Dr. Rubens shall obey all federal, state, and local laws.

#### **Sobriety**

3. Dr. Rubens shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Rubens's history of chemical dependency and psychiatric diagnosis. Further, in the event that Dr. Rubens is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Rubens shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Rubens received; the medical purpose for which he received said drug; the date such drug was initially received; and the dosage, amount, number of refills, and directions for use. Further, within thirty days of the date said drug is so prescribed, dispensed, or administered to him, Dr. Rubens shall provide the Board with either a copy of the

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written prescription or other written verification from the prescriber, including the dosage, amount, number of refills, and directions for use.

4. Dr. Rubens shall abstain completely from the use of alcohol.

Absences from Ohio

5. Dr. Rubens shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the monitoring terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Rubens resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Rubens may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Rubens is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

Releases: Quarterly Declarations and Appearances

6. Dr. Rubens shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for Dr. Rubens's psychiatric condition or chemical dependency or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. To the extent permitted by law, the above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Rubens further agrees to provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.
7. Dr. Rubens shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which this Consent Agreement becomes effective, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.

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8. Dr. Rubens shall appear in person for an interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.

Drug & Alcohol Screens; Drug Testing Facility and Collection Site

9. Dr. Rubens shall submit to random urine screenings for drugs and alcohol at least four times per month, or as otherwise directed by the Board. Dr. Rubens shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board, and shall include Dr. Rubens's drug(s) of choice.

Dr. Rubens shall abstain from the use of any substance and the consumption of poppy seeds or any other food or liquid that may produce a low level positive result in a toxicology screen. Dr. Rubens acknowledges that he understands that the consumption or use of such substances, including but not limited to substances such as mouthwash or hand cleaning gel, may cause a positive drug screen that may not be able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement.

All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site pursuant to the global contract between said facility and the Board, that provides for the Board to maintain ultimate control over the urine screening process and to preserve the confidentiality of all positive screening results in accordance with Section 4731.22(F)(5), Ohio Revised Code, and the screening process shall require a daily call-in procedure. Further, in the event that the Board exercises its discretion, as provided in Paragraph 10 below, to approve urine screenings to be conducted at an alternative drug testing facility and/or collection site or a supervising physician, such approval shall be expressly contingent upon the Board retaining ultimate control over the urine screening process in a manner that preserves the aforementioned confidentiality of all positive screening results.

Dr. Rubens shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Rubens shall be negative, except for those substances prescribed, administered, or dispensed to him in conformance with the terms, conditions and limitations set forth in this Consent Agreement. Refusal to submit such specimen, or failure to submit such specimen on the day he is selected or in such manner as the Board may request, shall constitute a violation of this Consent Agreement.

Further, within thirty days of the effective date of this Consent Agreement, Dr. Rubens shall enter into the necessary financial and/or contractual arrangements with the Board-approved drug testing facility and/or collection site in order to facilitate the urine screening process in the manner required by this Consent Agreement. Further, Dr. Rubens shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Rubens and the Board-approved drug testing facility and/or collection site. Dr. Rubens's failure to timely complete such arrangements, or failure to timely provide written documentation to the Board of completion of such arrangements, shall constitute a violation of this Consent Agreement.

Dr. Rubens shall ensure that the urine screening process performed through the Board-approved drug testing facility and/or collection site requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Rubens and the Board-approved drug testing facility and collection site shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Rubens shall ensure that the Board-approved drug testing facility and/or collection site provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.

In the event that the Board-approved drug testing facility and/or collection site becomes unable or unwilling to serve as required by this Consent Agreement, Dr. Rubens must immediately notify the Board in writing, and make arrangements acceptable to the Board, pursuant to Paragraph 10 below, as soon as practicable. Dr. Rubens shall further ensure that the Board-approved drug testing facility and/or collection site also notifies the Board directly of its inability to continue to serve and the reasons therefore.

Dr. Rubens acknowledges that the Board expressly reserves the right to withdraw its approval of any drug testing facility and/or collection site in the event that the Secretary and Supervising Member of the Board determine that the drug testing facility and/or collection site has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

10. Dr. Rubens and the Board agree that it is the intent of this Consent Agreement that Dr. Rubens shall submit his urine specimens to the Board-approved drug testing facility and collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Rubens, as determined in the sole discretion of the Board, then subject to the following requirements, the Board may approve an

alternate drug testing facility and/or collection site, or a supervising physician, to facilitate the urine screening process for Dr. Rubens:

- a. Within thirty days of the date upon which Dr. Rubens is notified of the Board's determination that utilizing the Board-approved drug testing facility and/or collection site constitutes an extraordinary hardship upon Dr. Rubens, he shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed supervising physician, to whom Dr. Rubens shall submit the required urine specimens. In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Rubens's residence or employment location, or to a physician who practices in the same locale as Dr. Rubens. Dr. Rubens shall ensure that the urine screening process performed through the alternate drug testing facility and/or collection site, or through the supervising physician, requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Rubens acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.
- b. Dr. Rubens shall ensure that the alternate drug testing facility and/or collection site, or the supervising physician, provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.
- c. In the event that the designated alternate drug testing facility and/or collection site, or the supervising physician, becomes unable or unwilling to so serve, Dr. Rubens must immediately notify the Board in writing. Dr. Rubens shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Rubens shall immediately commence urine screening at the Board-approved drug testing facility and collection site chosen by the Board, until such time, if any, that the Board approves a subsequent alternate drug testing facility, collection site, or supervising physician, if requested by Dr. Rubens.
- d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Rubens's designated alternate drug testing facility

and/or collection site, or any person proposed to serve as his supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

11. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Rubens's quarterly declaration. It is Dr. Rubens's responsibility to ensure that reports are timely submitted.
12. The Board retains the right to require, and Dr. Rubens agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Rubens, or for any other purpose, at Dr. Rubens's expense upon the Board's request and without prior notice. Dr. Rubens's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

#### Rehabilitation Program

13. Within thirty days of the effective date of this Consent Agreement, Dr. Rubens shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Rubens shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which must be received in the Board's offices no later than the due date for Dr. Rubens's quarterly declarations.

14. Immediately upon completion of any required treatment for chemical dependency, Dr. Rubens shall enter into an aftercare contract with a Board-approved treatment provider and shall maintain continued compliance with the terms of said aftercare contract, provided that, where the terms of the aftercare contract conflict with the terms of this Consent Agreement, the terms of this Consent Agreement shall control.

#### Psychiatric Treatment

15. Within thirty days of the effective date of this Consent Agreement, Dr. Rubens shall submit to the Board for its prior approval the name and qualifications of a psychiatrist of his choice. Upon approval by the Board, Dr. Rubens shall undergo and continue

psychiatric treatment monthly or as otherwise directed by the Board. Dr. Rubens shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered for his psychiatric disorder. Dr. Rubens shall ensure that psychiatric reports are forwarded by his treating psychiatrist to the Board on a quarterly basis, or as otherwise directed by the Board. The psychiatric reports shall contain information describing Dr. Rubens; current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Rubens' compliance with his treatment plan; Dr. Rubens' mental status; Dr. Rubens' progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Rubens shall ensure that his treating psychiatrist immediately notifies the Board of his failure to comply with his psychiatric treatment plan and/or any determination that Dr. Rubens is unable to practice due to his psychiatric disorder. It is Dr. Rubens' responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Rubens' quarterly declaration.

In the event that the designated treating psychiatrist becomes unable or unwilling to serve in this capacity, Dr. Rubens must immediately so notify the Board in writing. In addition, Dr. Rubens shall make arrangements acceptable to the Board for another treating psychiatrist within thirty days after the previously designated treating psychiatrist becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Rubens shall ensure that the previously designated treating psychiatrist also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

The Board expressly reserves the right to disapprove any psychiatrist proposed to serve as Dr. Rubens' designated treating psychiatrist, or to withdraw approval of any such psychiatrist previously approved to serve as Dr. Rubens' designated treating psychiatrist, in the event that the Secretary and Supervising Member of the Board determine that any such psychiatrist has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

#### **CONDITIONS FOR REINSTATEMENT**

16. The Board shall not consider reinstatement or restoration of Dr. Rubens's certificate to practice medicine and surgery until all of the following conditions are met:
  - a. Dr. Rubens shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.
  - b. Dr. Rubens shall demonstrate to the satisfaction of the Board that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:
    - i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that Dr. Rubens has successfully completed any

required inpatient treatment, including at least twenty-eight days of inpatient or residential treatment for chemical abuse/dependence, as set forth in Rules 4731-16-02 and 4731-16-08, Ohio Administrative Code, completed consecutively.

- ii. Evidence of continuing full compliance with, or successful completion of, a post-discharge aftercare contract with a treatment provider approved under Section 4731.25 of the Revised Code. Such evidence shall include, but not be limited to, a copy of the signed aftercare contract. The aftercare contract must comply with rule 4731-16-10 of the Administrative Code.
- iii. Evidence of continuing full compliance with this Consent Agreement.
- iv. Four written reports indicating that Dr. Rubens' ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care. Each of the four required assessments shall be performed by separate physicians who shall not be affiliated with the same treatment provider or medical group practice.

Two reports shall be made by physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Rubens. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical group practice. Prior to the assessments, Dr. Rubens shall provide the evaluators with copies of patient records from any evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The reports from the evaluators shall include any recommendations for treatment, monitoring, or supervision of Dr. Rubens, and any conditions, restrictions, or limitations that should be imposed on Dr. Rubens' practice. The reports shall also describe the basis for the evaluator's determinations.

Two reports shall be made by psychiatrists, approved in advance by the Board, who shall conduct a psychiatric examination of Dr. Rubens. Prior to the examination, Dr. Rubens shall provide the psychiatrists with copies of patient records from any prior evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The reports from the evaluating psychiatrists shall include the psychiatrists' diagnoses and conclusions; any recommendations for care, counseling, and treatment for the psychiatric diagnoses; any conditions, restrictions, or limitations that should be imposed on Dr. Rubens' practice; and the basis for the psychiatrists' determinations.

All reports required pursuant to this paragraph shall be based upon examinations occurring within the three months immediately preceding any application for reinstatement. Further, at the discretion of the Secretary and Supervising Member of the Board, the Board may request an updated assessment and report if the Secretary and Supervising Member determine that such updated assessment and report is warranted for any reason.

- v. In the event that the Board initiates future formal proceedings against Dr. Rubens, including but not limited to issuance of a Notice of Opportunity for Hearing, Dr. Rubens shall be ineligible for reinstatement until such proceedings are fully resolved by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.
- c. Dr. Rubens shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board within 180 days of the date upon which all the above-specified conditions for reinstatement or restoration have been completed or, if the Board and Dr. Rubens are unable to agree on the terms of a written Consent Agreement, then Dr. Rubens further agrees to abide by any terms, conditions and limitations imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Ohio Revised Code. The Board shall provide notice to Dr. Rubens that said hearing has been scheduled, advising Dr. Rubens of his hearing rights, and stating the date, time, and location of the hearing at which the Board will present its evidence, after which the Board will make a determination of the matter by Board Order.

Further, upon reinstatement of Dr. Rubens's certificate to practice medicine and surgery in this state, the Board shall require continued monitoring which shall include, but not be limited to, compliance with the written consent agreement entered into before reinstatement or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code. Moreover, upon termination of the consent agreement or Board Order, Dr. Rubens shall submit to the Board for at least two years annual progress reports made under penalty of Board disciplinary action or criminal prosecution stating whether Dr. Rubens has maintained sobriety.

- 17. In the event that Dr. Rubens has not been engaged in the active practice of medicine and surgery for a period in excess of two years prior to application for reinstatement, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of Dr. Rubens's fitness to resume practice.

#### **REQUIRED REPORTING BY LICENSEE**

- 18. Within thirty days of the effective date of this Consent Agreement, Dr. Rubens shall provide a copy of this Consent Agreement to all employers or entities with which he

is under contract to provide health care services (including but not limited to third party payors) or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Rubens shall promptly provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments. In the event that Dr. Rubens provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Rubens shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Rubens shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

19. Within thirty days of the effective date of this Consent Agreement, Dr. Rubens shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which he currently holds any license or certificate. Dr. Rubens further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which he applies for any professional license or reinstatement of any professional license. Further, Dr. Rubens shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
20. Dr. Rubens shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Rubens chemical dependency and/or psychiatric

treatment or monitoring. Further, Dr. Rubens shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

21. Dr. Rubens shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

#### **DURATION/MODIFICATION OF TERMS**

The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties. In the event that the Board initiates future formal proceedings against Dr. Rubens, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

In the event that any term, limitation, or condition contained in this Consent Agreement is determined to be invalid by a court of competent jurisdiction, Dr. Rubens and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

#### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Rubens appears to have violated or breached any term or condition of this Consent Agreement, the Board reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Consent Agreement.

#### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

Dr. Rubens acknowledges that he has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.


Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Rubens hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

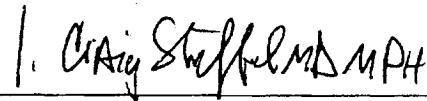
This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Rubens acknowledges that his social security number will be used if this information is so reported and agrees to provide his social security number to the Board for such purposes.

**EFFECTIVE DATE**

It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

  
\_\_\_\_\_  
LAWRENCE M. RUBENS, M.D.

10/3/2013  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
J. CRAIG STRAFFORD, M.D., M.P.H.  
Secretary

10-9-2013  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
MARK A. BECHTEL, M.D.  
Supervising Member

10-9-2013  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
MARCIE PASTRICK  
Enforcement Attorney

Oct. 4, 2013  
\_\_\_\_\_  
DATE